

**When recorded, mail to:**

City Clerk  
City of Flagstaff  
211 W. Aspen  
Flagstaff, AZ 86001

---

**Exempt Pursuant to  
A.R.S. §11-1134(A)(3)**

**QUIT CLAIM DEED**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY OF FLAGSTAFF, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona (Grantor or the City) hereby quitclaims to Vintage Partners, an Arizona limited liability company the property legally described in the attached Exhibit C, depicted in C-1 (the "Property" or "Easement Area"), and

Reserving unto the City of Flagstaff, its successors, and assigns a temporary, non-exclusive, public right-of-way easement over the entirety of the same Property under the following conditions:

1. This Easement is reserved to enable the City of Flagstaff to maintain a public road at University until such time that the realignment of University has been constructed and accepted by the City of Flagstaff's Engineer, at which time the City will cause a notice of expiration of the temporary right-of-way easement to be recorded.
2. The City may remove and to alter or maintain vegetation, improvements, or obstructions within the Easement Area that conflict with the use of the Easement.
3. To the extent permitted by Arizona law, the City shall indemnify and hold Vintage Partners harmless from any liabilities for injuries or damages to persons or property arising out of the City's or its officers', agents', employees', licensees', and invitees' use of the Easement granted herein.

4. Vintage Partners shall have the right to use and enjoy the property burdened by the Easement, provided such use and enjoyment does not interfere with the City's or the public's ability to utilize the Easement granted herein, and further provided that Vintage Partners shall not construct or permit the erection of any structure or improvement that would interfere with the Easement or the operation of the road within the Easement without the City's written consent, which shall not be unreasonably withheld.

And reserving unto the City of Flagstaff, its successors, and assigns a non-exclusive public utility easement over the entirety of the same Property, which shall run with the land and be binding on present and future owners, under the following conditions:

1. City and franchise and non-franchise utilities (including phone operators) shall have the right to locate, operate, repair, replace, alter and maintain ("Work") facilities within the Easement Area.
2. City and franchise and non-franchise utilities (including phone operators) shall have the rights of ingress and egress across adjacent property where reasonably required to gain access to the real property subject to this Easement Area.
3. City and franchise and non-franchise utilities (including phone operators) may remove, alter or maintain vegetation, improvements, or obstructions within the limits of the real property subject to this Easement Area that conflict with the public utility uses.
4. City and franchise and non-franchise utilities (including phone operators) may remove, alter or maintain vegetation, improvements, or obstructions within the Easement Area that conflict with the public utility uses.
5. City shall restore the real property to its prior condition upon completion of any work by the City, its employees, contractors, or licensees; following such restoration the real property owner shall remain responsible for any ongoing maintenance of the Easement Area. Any and franchise and non-franchise utilities working within the Easement Area have the same restoration obligations.
6. No improvement or structure may be erected within the Easement Area.

Dated this \_\_\_\_ day of \_\_\_\_\_ 2019.

Grantor

